

The Verandah Resort & Spa X ELLE Canada Magazine CONTEST
(the “Contest”)

RULES AND REGULATIONS

(“Contest Rules”)

1. The *The Verandah Resort & Spa X ELLE Canada Magazine* contest is held by KO Média (hereinafter the “**Contest Organizer**”). It takes place in the province of Quebec, beginning January 16th, 2022, and ending January 29th, 2022 at 12a.m. (hereinafter the “**Contest Period**”). *Juvente* acts only as the prize supplier.

ELIGIBILITY

2. This contest is open to any Canadian resident who has reached the age of majority in their Province or Territory of residence at the time of entry. Not permitted to enter this contest are agents and representatives of the Contest Organizer, affiliates, subsidiaries, their advertising or promotional agencies, partners, participating merchants, suppliers of prizes, material and services related to this contest, or any other stakeholder directly involved in the contest, and the individuals living with them, their family, their legal or common-law spouse and all persons with whom these employees, representatives and agents are domiciled.

HOW TO ENTER

3. To enter, visit our website at: <https://www.ellecanada.com/contests>
4. **NO PURCHASE REQUIRED.** Enter by completing the entry form on the website address given above, in Article 3, between January 16th, 2022, and January 29th, 2022 at 12a.m.. (EST).

Entries for the Contest must be received by the Contest Organizer by the end date and time mentioned above otherwise the Contest Organizer reserves the right to cancel one or more of their entries.

Limit of one entry per person, and one email address per person.

No responsibility will be accepted for lost, damaged, illegible or incomplete electronic ballot forms. By entering the Contest, each entrant fully and unconditionally accepts to be bound by these Contest Rules and the decisions of Contest Organizer or its representatives.

PRIZES

To be won:

5-night all-inclusive stay for two plus roundtrip airfare for two (max value of \$1500)

Total Prize Value \$4000 (\$2500 for resort stay plus \$1500 max for airfare)

The following conditions apply:

- a) The prize is non-refundable, non-transferable and non-exchangeable.
- b) Blackout dates: December 24 to Jan 2 and the month of February.
The prize is valid through March 31, 2024.

RANDOM DRAW

- 5. A random draw will be held at the offices of KO Média, located at 651 Notre-Dame Ouest, bureau 100, in Montreal, on January 29th, 2022 (EST). The draw of one (1) contest-entry form from all of the entry forms received in compliance with Article 3 will be held on the contest end date in order to award the prize mentioned above.
- 6. Limit of one prize per person per household. The odds that the entry form of an entrant will be randomly drawn depends on the number of entry forms received in compliance with these rules and regulations. Entries that have in any way been tampered with, forged, or are incomplete, illegible, damaged, irregular, have been submitted by or through fraudulent or illicit means, or do not conform to or satisfy any condition of the Contest Rules in any respect (as determined by Contest Organizer, in its sole discretion) may be disqualified by Contest Organizer at its sole discretion.

CLAIMING THE PRIZE

- 7. In order to be declared a winner, any person selected must:
 - a) be the age of majority in their province of residence (thus 18 or over if they reside in the province of Quebec);
 - b) correctly answer a time-limited mathematical skill-testing question without mechanical or other aid;
 - c) confirm their acceptance of these rules and regulations and their compliance thereto; and
 - d) complete and sign the declaration and release of liability (hereinafter the “Declaration Form”) that they will be sent and return it to the Contest Organizer no later than five (5) days after the mailing date according to the manner of returning it set out by the Contest Organizer.

Failing to respect one of the conditions mentioned in the paragraph above, or any other conditions set out in these rules and regulations, will cancel the selection of the person and they will not receive the prize.

GENERAL CONDITIONS

- 8. **Non-compliant entry.** The Contest Organizer reserves the right to disqualify any person or cancel one or more entries from any person entering this contest or trying to enter this contest by a means contrary to these rules and regulations or of a nature that’s unfair to other entrants (e.g., use of entry forms obtained from an unauthorized source, entries

that exceed the permitted limit). This person may be referred to the relevant legal authorities.

9. **Acceptance of the prize.** Any prize must be accepted as described in these rules and regulations and may not be transferred to another person, substituted for another prize or exchanged in whole or in part for money, subject to what is set out in the paragraph below.
10. **Prize substitution.** In the event that, for reasons unrelated to the winners, the Contest Organizer cannot give out a prize (or a portion of a prize) as set out in these rules and regulations, it reserves the right to give out a prize (or a portion of the prize) of the same nature or an equivalent value or, at its sole discretion, the prize value in cash (or a portion of the prize value) as indicated in the rules and regulations.
11. **Refusal to accept a prize.** The refusal of any person randomly drawn to accept a prize according to these methods frees the Contest Organizer of any obligation related to the prize and this person.
12. **Limit of liability – use of the prize.** Any person selected releases the Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives from any liability for any damage or prejudice they may suffer as a result of the acceptance or the use of their prize. In order to be declared a winner and prior to obtaining the prize, any selected person must agree to sign, if required, a Declaration Form to this effect.
13. **Responsibility of the suppliers.** Any person selected for a prize recognizes that, as of the confirmation that they have won their prize (by letter or otherwise), the execution of the services related to this prize becomes the sole and exclusive responsibility of the supplier of the prizes or services. A declaration to this effect will be included in the Declaration Form.

Limit of liability – operation of the contest. The Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives disclaim any and all liability for the malfunction of any computer component, software or communication line with respect to any failed transmission, incomplete, incomprehensible or erased by any computer or any network including by telephone, and which may limit the possibility of or prevent any person from entering the contest. The Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives also assume no responsibility for any damage or loss that may be caused, directly or indirectly, in whole or in part, by downloading any web page, any software or any form and by the transmission of any information to enter in the contest.

14. **Modification.** The Contest Organizer and partners reserve the right, at their sole discretion, to cancel, terminate, amend or suspend, in whole or in part, the contest should an event occur or any other human intervention corrupt or affect the contest administration, security, objectivity or normal running as provided in the contest rules, subject to the approval of the appropriate authority. In any event, the Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, the suppliers of products or services related to this contest and their employees, agents and representatives, their subsidiaries and affiliates and partners will not be required to award more than one prize or to award any prize other than in compliance with the contest rules.

15. **Clause for Quebec Residents.** For Québec residents, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the *Régie des alcools, des courses et des jeux du Québec* only for the purpose of helping the parties reach a settlement. A person for whom a publicity contest is carried on, his employee, representative or mandatary, a member of the jury and the persons with whom they are domiciled may not enter this Contest.
16. **Impossibility to act – labour dispute.** The Contest Organizer, its affiliated and related companies, its advertising and promotional agencies, its employees, agents and representatives assume no responsibility whatsoever in all cases where their failure to act is a result of an occurrence or a situation beyond their control or a strike, a lock-out or any labour dispute in their establishments, organizations or firms providing the contest conduct services.
17. **Limit of liability – entry.** By entering or attempting to enter this contest, any person releases the Contest Organizer, its affiliated and related companies, its advertising and/or promotional agencies, its employees, agents and representatives from any and all liability for any damages they may suffer due to their entry or attempt to enter the contest.
18. **Authorization.** When entering the contest, any prize winner authorizes the Contest Organizer, its partners and their representatives to use, if required, the winner's name, picture, image or statements with respect to the prize, their place of residence and/or voice without any form of compensation, at their discretion and without limitations as to the period of use, in any media, at a world scale, for advertising purposes or for any other purpose.
19. **Communication with the entrants.** No communication or correspondence will be made with the entrants as part of this contest except for with the persons selected for a prize.
20. **Decisions of the Contest Organizer.** Any decisions by the Contest Organizer and its representatives related to this contest are final and may not be appealed, subject to any decision of the *Régie des alcools, des courses et des jeux du Québec* related to any question under its jurisdiction. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Contest Rules or the rights and obligations as between the entrants and the Contest Organizer in connection with the Contest will be governed by and construed in accordance with the laws of the province of Quebec including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
21. **Severability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section will be considered invalid, but all unaffected sections will be applied within the limits of the law.
22. **Copy of the rules and regulations.** The contest rules and regulations are available on request to KO Média.
23. **Language.** In case of discrepancy between the French and English versions of the Contest Rules, the French version will prevail.